

K# 9457

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AGREEMENT

By and Between

TUBE CITY IMS, LLC

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION,
for itself and for and on behalf of its
LOCAL UNION NO. 5852-19**

June 1, 2015 through December 31, 2018

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AGREEMENT

THIS AGREEMENT, effective the 1st day of June, 2015 by and between TUBE CITY IMS, LLC ("Company"), and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, for itself and for and on behalf of its LOCAL UNION NO. 5852-19 ("Union").

SECTION I - PREAMBLE

1. The Union having been designated the exclusive collective bargaining representative of the hourly paid production and maintenance employees of the Company at its West Mifflin Yard ("Yard"), the Company recognizes the Union as such exclusive representative. Such recognition shall apply equally to any reopening of the Company's former Glassport Yard as a scrap yard. Accordingly, the Union makes this Agreement in its capacity as the exclusive collective bargaining representative of such employees.

2. This Agreement may be modified by mutual consent, in writing, by the parties hereto.

SECTION II - PURPOSE AND INTENT OF THE PARTIES

1. The purpose of the Company and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve uninterrupted operations in the Yard, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

2. The Company and the Union encourage the highest possible degree of friendly, cooperative relations between their respective representatives at all levels and with and between all employees.

3. It is the continuing policy of both the Company and the Union not to discriminate in employment opportunities due to race, religious creed, national origin, sex or age.

SECTION III - SCOPE OF THE AGREEMENT (DEFINITION OF EMPLOYEE)

1. The term "employee" as used in this Agreement applies to all individuals occupying hourly paid production and maintenance positions employed in and about the Yard as aforesaid of the Company for which unit the Union is the exclusive collective bargaining representative. The term "employee" does not apply to individuals occupying salaried, guard, office clerical positions, plant clerical positions, or supervisory positions of Foreman level and above.

SECTION IV - MANAGEMENT

1. The management of the plant and direction of the working force including the right to hire, suspend or discharge for proper cause, the right to devise and implement work rules (subject to the Union's right to grieve), and the right to relieve employees from duty because of lack of work is vested exclusively in the Company; provided, however, that this shall not be used for purpose of discrimination against any member of the Union.

2. The Company and the Union agree that the work rules shall include, but not be limited to those, set forth on Appendix "C," attached hereto and made a part hereof.

SECTION V - RESPONSIBILITIES OF THE PARTIES

1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

2. The Union (its officers and representatives, at all levels) and all employees are bound to observe the provisions of this Agreement.

3. The Company (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.

4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

a. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein.

b. There shall be no Union activity on Company time.

c. There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

d. The applicable procedures of the Agreement will be followed for the settlement of all grievances.

e. There shall be no interference with the right of employees to become or continue membership of the Union by the Company.

f. There shall be no discrimination, restraint or coercion by the Company against any employee because of membership in the Union.

g. There shall be no lockouts.

SECTION VI - UNION SHOP AND CHECK-OFF

1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution

date of this Agreement, whichever is the later, shall remain members in good standing; and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union.

2. The Company agrees to deduct from the wages of each employee, in accordance with the expressed terms of a signed voluntary authorization card, the membership dues of the Union which include monthly dues, initiation fees, reinstatement dues and lawful assessments, in amounts designated by the Union.

3. In addition to the above provision for current dues deduction, the Company shall deduct dues in arrears.

4. Such deduction shall be made payable and remitted by the Company to the Union's International Treasurer at the Union's International Headquarters.

5. Such remittance shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues, initiation fees, reinstatement dues, lawful assessments and dues in arrears, together with a list of employees from whom dues in arrears have not been collected; and also a carbon copy of the same shall be furnished to the Financial Secretary of the Local Union.

6. In order that this Section may be in effect and operate within the limitations of the Labor Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch, to the Company, and the Company agrees to aid, assist and cooperate in obtaining written assignments from each employee so employed.

7. Upon presentation to the Company of such assignments, the Company shall make deductions so authorized for dues, initiation fees, reinstatement dues, lawful assessments and dues in arrears from the first (1st) pay of each month.

8. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or assignment furnished under any of such provisions.

SECTION VII - ADJUSTMENT OF GRIEVANCES

1. Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise at the Yard, an earnest effort shall be made to settle such differences immediately in the following manner, provided the employee files his grievance within five (5) working days of the time when the grievance arose:

First step shall be verbal between the aggrieved employee and the immediate Foreman with or without the Steward present. The Foreman shall answer the Grievance within three (3) working days after it has been presented to him.

Second, if not settled in the first step, the grievance shall be reduced to writing and taken up by the Steward with the Company. The Company shall give a written reply to the grievance within five (5) working days following such meeting.

Third, if still unsettled after the above step, the grievance shall be taken up at a meeting between the Grievance Committee and the General Superintendent and/or his representative; and any involved employees and supervisors shall attend the Third Step meeting. The Local Union shall be assisted by representatives of the International Union, and the Company may be assisted by delegated representatives. The Superintendent shall give his reply to the Union not later than five (5) working days after such meeting.

2. If the grievance is still unsettled after the above step, either the Company or the Union shall refer the grievance, within a period of five (5) working days after the Superintendent answers, to an impartial arbitrator selected from a panel of qualified arbitrators submitted by the Federal Mediation and Conciliation Service. The decision of the impartial arbitrator shall be final and binding on the parties. No issues shall be submitted to arbitration as herein provided which will add to, subtract from, or modify any of the provisions of this Agreement. The expense of the arbitrator shall be borne equally by the parties.

3. If the grievance is settled at any step of the grievance procedure, the settlement shall be noted on the grievance form and shall be signed by the Company representative and the Union representative involved.

4. Any grievance not appealed in writing from the decision rendered by the Company in any of the three steps specified herein within five (5) working days from the date of such decision shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. If a written answer to a grievance is not given by the Company within the time limits stipulated in the above provisions of the Grievance Procedure, the grievance shall be considered granted as stated in the written grievance. Should the parties either expressly or impliedly waive the procedural time limits in any case or cases, such waiver or waivers shall not be construed to be precedent or binding in any other case; i.e. the procedural time limits shall apply without regard to whether there has been a waiver of time limits in any prior case.

5. The Grievance Committee shall consist of three (3) members of the Union who are employed by the Company. The President of the Union may sit in on any third step grievance meeting.

6. All grievances will be handled and processed commencing at a time within the last two (2) hours of the daylight shift as shall be designated by the Company. Cases involving discharge shall be handled within five (5) working days from the date of discharge, or the matter will be considered closed. In the event the Company should call a meeting for the purpose of discussing grievances during working hours, the Company will compensate the members of the Grievance Committee at straight-time pay for the time lost while conferring with Company representatives, provided such employees are scheduled to work when such meetings are held.

7. Any member of the Grievance Committee or properly designated member of the Union shall have the right to visit departments other than his own at all times for the purpose of transacting the legitimate business of the Union, upon notification to his own immediate Foreman and after notice has been given to the immediate Foreman of the department to be visited.

8. Local Union officers and Grievance Committeemen will be permitted to use the telephone for Local Union business provided they have their Foreman's permission.

SECTION VIII - DISCHARGE CASES

1. In the exercise of its rights as set forth in Section IV, the Company agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof; but, in all instances in which the Company may conclude that an employee's conduct may justify discharge, he shall first be suspended. The Company will give the employee written notice of the initial suspension, stating the reason therefor; and a copy of such notice shall also be given to the Local Union Secretary. All such cases of discharge shall be taken up and disposed of within five (5) days from the date of discharge. In the event it shall be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the employee's regular rate of pay for the time lost; however, the Company and the Union may mutually agree to a reduction of the penalty at any step of the Grievance Procedure prior to arbitration.

2. Should it be determined by the arbitrator that an employee has been discharged without cause, the Company shall reinstate the employee and compensate him for time lost at the regular hourly wage rate of the job he occupied at time of discharge.

3. Should it be determined by the arbitrator that an employee has been discharged for just cause, the arbitrator shall not have jurisdiction to modify the degrees of discipline imposed by the Company.

4. Regular attendance is expected of every employee, and an employee who fails to report his absence will be dropped from the rolls of the Company if he does not report for work on or before the beginning of his work shift on the third consecutive calendar day of his absence, unless he is physically unable to do so or has a justifiable excuse. Additionally, the parties agree to the following rules with respect to absenteeism and tardiness/early quits to be applied on a calendar year basis:

a. Absenteeism:

(1) Up to 3 unexcused absences per year will be tolerated; on the 4th occurrence a written warning will be issued.

(2) 5th unexcused absence - 1 day suspension.

(3) 6th unexcused absence - 3 day suspension.

(4) 7th unexcused absence - 5 day suspension pending termination.

(5) If the 3rd occurrence is not reached, the employee's record is wiped clean again at year end. If the employee is already in the discipline process, it will continue until the absenteeism is corrected by the end of a succeeding calendar year.

(6) 5 consecutive days off - a doctor's excuse will be required to return to work. If no excuse is obtained, the days will count as unexcused absences.

b. Tardiness/Early Quit:

- (1) 4 tardy days or early quits/year - written warning.
- (2) 5 tardy days or early quits/year - 1 day suspension.
- (3) 6 tardy days or early quits/year - 3 day suspension.
- (4) 7 tardy days or early quits/year - 5 day suspension pending termination.

(5) If the 4th occurrence is not reached, the employee's record is wiped clean at year end. If the employee is already in the discipline process, it will continue until the absenteeism is corrected by the end of a succeeding calendar year.

c. The Company will notify the Union and affected employees of disciplinary action for absenteeism, lateness or quitting early within eight (8) days of the occurrence.

d. Doctor's notes will be accepted as excused absences to a maximum of six per calendar year and a maximum of two per calendar month; provided, to be accepted, the doctor's note must be presented on the day the employee returns to work.

SECTION IX - RATES OF PAY

1. The job classifications of employees covered by this Agreement and the hourly compensation or wages to be paid to such employees in their respective capacities are set forth on Schedule "A" attached hereto and made a part hereof. The use of classifications will not affect an employee's ability to bid for a higher paying job or for more desirable work; provided, however, any employee who is a successful job bidder on any job shall not be permitted to bid on any other job with an hourly rate of pay equal to or less than that of the job on which he was the successful bidder (unless on another shift) until four (4) months after the date of the job award. However, the Company shall have the right to assign employees to the various jobs within each job classification. For example, if the Carhop is not needed, he may be reassigned temporarily to another job in the 2 classification, e.g. Burner; provided when the Carhop is needed, he will be then assigned back to the Carhop job.

2. Cost-of-living language shall remain in Schedule "A," but its operation shall remain suspended during the term of this Agreement as it was during the parties' prior collective bargaining agreement.

3. Employees shall be paid the rate of pay for the work classification to which assigned except:

a. whenever an employee is temporarily transferred to a job other than his regular job, the rate of pay for his regular job shall be continued unless the rate of pay for the new job is higher. In such cases the employee shall be paid the higher rate while the temporary work continues or for the entire shift if the transfer to the higher rated job is at least one (1) hour; provided, however, there shall be no limit on the number of temporary transfers the Company can require an employee to make per day.

b. whenever an employee is transferred, at his own request, to another job paying a lower rate than the employee's regular job, the lower rate shall be paid;

c. whenever an employee is transferred (other than temporary) to a job with a higher rate of pay, then the employee shall receive the rate of the job to which he is transferred.

4. Rate on New or Changed Jobs:

Rates on new or changed jobs shall be subject to negotiation between the Company and the Union. The Company shall notify the Union in writing of the existence of the new or changed job and shall inform the Union of the classification and rate established for such job on a temporary basis. Within thirty (30) days subsequent to the establishment of such temporary rate, the Union and the Company shall meet and mutually agree upon a permanent rate and classification. The permanent rate of pay agreed upon shall be retroactive to the first date of establishment or alteration of the job.

5. Shift Differential:

a. Shift premiums for both the afternoon and night shifts shall be sixty cents (\$.60)

b. Shift differential shall be included in the calculation of overtime compensation.

c. Shift differential shall be paid for allowed time or reporting time when the hours for which payment is made would have called for shift differential if worked.

d. Shifts shall be identified in accordance with the following:

(1) Day shift includes all shifts regularly scheduled to commence between 6:00 a.m. and 8:00 a.m. inclusive.

(2) Afternoon shift includes all shifts regularly scheduled to commence between 3:00 p.m. and 5:00 p.m. inclusive.

(3) Night shift includes all shifts regularly scheduled to commence between 11:00 p.m. and 1:00 a.m. inclusive.

(4) Shredder jobs may have a shift or shifts commencing other than as stated above. Shredder employees will have the right to bump if starting time changes by more than two hours.

(5) The Company may post a job bid requiring a specific job to start at a different time than the current designation of shifts. All postings of this nature will be discussed with Union officers prior to posting.

e. Any hours actually worked by an employee on a shift which commences at a time not specified in the above paragraph shall be paid as follows:

(1) For hours actually worked which would fall in the prevailing "day shift" of the Yard, no shift differential shall be paid.

(2) For hours actually worked which would fall in the prevailing "afternoon shift" of the Yard, the afternoon shift differential shall be paid.

(3) For hours actually worked which would fall in the prevailing "night shift" of the Yard, the night shift differential shall be paid.

f. In cases where work is performed only by day shift workers (where no second shift is ordinarily scheduled), the shift differential will not be paid for work performed that extends into other shifts. If the hours so worked exceed four (4) hours, the shift differential shall apply.

g. Straight-time pay, as used in this Agreement, shall mean the regular hourly straight time rate of any employee, including any shift premium.

SECTION X - HOURS OF WORK

1. The regular work week shall consist of five (5) consecutive work days, forty (40) hours, Monday through Friday; provided, however, the Company shall expressly have the right to schedule work weeks of four (4) ten (10) hour days and work weeks which commence on Monday, Tuesday, or Wednesday; provided, further, the Company shall also expressly have the right to schedule a work week of three (3) twelve (12) hour days, Friday through Sunday, which shall be paid on the basis of forty-four (44) straight time hours. Sunday shall not be a scheduled day in such forty (40) hour work weeks and employees shall be paid at the rate of time and one-quarter (1-1/4), i.e. straight time plus quarter time, for all hours worked on scheduled Saturdays which fall within the first five (5) work days of their respective work weeks if they work all their scheduled hours during such work week. Subject to the foregoing, when less than three (3) shift operations are scheduled by the Company, the hours of work shall be scheduled by the Company as it has done in the past. The scheduled hours of work for the day shift shall be uniform throughout the Yard to the extent possible in order to insure continuous production and normal operations; provided, that variations in such day shift scheduled hours shall not be implemented to create differences on a regular continuing basis in the starting times between that of the Company and the normal starting time for the operations at the Shredder. When a three (3) shift operation is scheduled by the Company on a Monday to Friday basis, the following shall apply to those employees who are scheduled to work such shifts:

| | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> |
|-----------|--------------------------|----------------|------------------|-----------------|---------------|
| 1st shift | 12:01 a.m. 8:00 a.m. | same | same | same | same |
| 2nd shift | 8:00 a.m. 4:00 p.m. | same | same | same | same |
| 3rd shift | 4:00 p.m. 12:00 Mdnt. | same | same | same | same |

2. The regular work day shall consist of eight (8) hours or ten (10) hours in a period of eight and one-half (8-1/2) or ten and one half (10-1/2) hours with one-half (1/2) uninterrupted hour for meals which shall not be considered working time (Employees shall remain on their job until 12:00 p.m. and travel to lunch at that time. Employees will leave the lunch area at 12:30 p.m. and return directly to their work area), or twelve (12) hours, twelve (12) hour shifts to be scheduled Friday through Sunday and shall include a paid one-half (1/2) hour for lunch. On the day shift, the Company shall have

the right to schedule two (2) one-half (1/2) hour lunch periods, respectively from 11:30 A.M. to 12:00 noon and from 12:00 noon to 12:30 P.M. Further, employees shall report to and remain at their job sites, regardless of location in the Yard, for the entirety of the regular work day in accordance with Company whistles or other signals designating the commencement and termination of each shift; provided, however, employees shall have the right to leave their job sites for personal wash-up at the whistle ten (10) minutes before the end of their shifts.

3. Overtime pay shall be as follows:

a. Except for truck drivers not on local trips and employees scheduled to work three (3) twelve (12) hour days, employees shall be paid at the rate of time and one-half (1-1/2), i.e. straight time plus half time, for all hours worked in excess of forty (40) hours per week only; provided, the Company schedules employees in such work weeks for at least five (5) eight (8) hour days or four (4) ten (10) hours days; provided, further, if an employee either is laid off during a work week such as to deprive him of such forty (40) scheduled hours or is not otherwise scheduled to work forty (40) hours as aforesaid, then, in either such event only, he shall be paid at the rate of time and one-half (1-1/2), i.e. straight time plus half time, for all hours worked in excess of eight (8) hours per day. All employees working a scheduled three (3) twelve (12) hour day shift will be paid overtime for all hours worked in excess of their thirty six (36) hours actually worked; provided, if an employee either is laid off during a work week such as to deprive him of such thirty six (36) scheduled hours or is not otherwise scheduled to work thirty six (36) hours as aforesaid, then, in either such event only, he shall be paid at the rate of time and one-half (1-1/2), i.e. straight time plus half time, for all hours worked in excess of eight (8) hours per day. In addition to the foregoing, employees who work their forty (40) hours shall be paid at the rate of time and one-half (1-1/2), i.e. straight time plus half time, for all hours worked in excess of eight (8) hours per day; provided, however, if an employee does not work his scheduled forty (40) hour week (except for holidays, vacation, funeral leave or union business leave), he will receive overtime pay at time and one-half (1-1/2) after forty (40) hours per week. Overtime shall be paid at the employee's regular rate or the rate of the job being worked overtime, whichever is higher.

b. Truck drivers not on local trips shall be paid at the rate of time and one-half (1-1/2), i.e. straight time plus half time, for all hours worked in excess of forty (40) hours per week, and shall be paid at the rate of time and one-half (1-1/2), i.e. straight time plus half time for all hours worked on their first and second scheduled days of rest.

c. There shall be no pyramiding of overtime.

4. Where daily overtime is required on a job on an emergency basis, it shall be assigned to the employee then working on the specific job in which the overtime is required; and such overtime shall be excluded from the equalization process hereunder. All other daily overtime shall be subject to the overtime rotation equalization procedure described hereafter. Thus, except as provided herein, overtime shall be distributed as equally as possible among the employees working in the classification in the Yard where the overtime is required.

a. The overtime equalization procedure will be:

(1) The following job classifications will have overtime equalization only within the job classification (for example, overtime will be equalized for all Laborers, but Laborers will not be equalized with Pickers)

Laborer
Baler Attendant

Janitor
Carhop

Burner
Baler Operator
Maintenance Apprentice
Welder Layout
Remote Locomotive Operator
Shredder Operator
Front End Loader Operator

Metal Sorter
Head Metal Sorter
Picker/Bobcat Operator
Maintenance
Certified Welder
Utility Man/Back Hoe Operator
Remote Baler Attendant

(2) The following job classifications will have overtime equalization among all the listed job classifications below:

Crane Operator
Lead Shredder Crane Operator
Baler Crane Operator
Mobile Shear Crane Operator
Remote Baler Crane Operator

b. If an employee refuses such overtime work when offered, he forfeits his turn until it shall be offered again according to the rotation principle. When an employee is scheduled off for vacation by the Company, the Company shall not be required to call such employee out for purposes of overtime distribution when the employee is on such vacation. Although the Company will in most cases attempt to follow the rotation principle, it is understood that special circumstances may require that the Company go out of rotation and that the Company may assign specific work and equipment to a specific employee. Saturday overtime shall be equalized according to classification only; however weekday overtime shall be equalized according to classification and shift, and the Company shall make a sincere effort to keep weekday day-turn and night-turn overtime in reasonable balance not to exceed sixteen (16) hours; provided overtime equalization offered in any job classification shall count. Records of such overtime work shall be maintained by the Company, and these records shall be reviewed by the Company; and, on or about June 1 and December 1 of each year, the Company shall post a list of employees whose overtime has not been equalized indicating the number of hours such employee is deficient. Any employee who wishes to dispute the accuracy of the Company's records must do so within three (3) days of the Company's posting of the list. If no challenge is made within said three (3) day period, the Company's records shall stand. In determining deficiency in overtime, whether Saturday or weekday, the Company shall be permitted an allowance of one shift, i.e. either eight (8) or eight and one-half (8-1/2) hours depending upon the classification. During the following month, the Company will endeavor to provide any employee who is short of overtime with overtime work to equalize his overtime with other employees on his shift and in his classification. If, as of July 1 and December 31 of each year, the Company has not succeeded in equalizing the overtime of any employee for the preceding six months, the employee deficient in overtime shall be reimbursed at the rate of one and one-half times his regular rate in an amount which shall equalize his overtime.

c. When overtime is refused by all employees within a classification, the Company will next offer the overtime to all employees within the classification's same rate of pay, in order of seniority, beginning with the most senior employee. The Company will maintain this overtime in rate of pay rotation. If weekend overtime is refused by all qualified employees, the youngest employee on that job bid (i.e. crane operator, loader operator, etc.) will be required to work unless the employee can find a qualified replacement. The Company will notify the effected employee(s) by Friday at noon (12:00 p.m.) that they will be required to work. Forced overtime will be avoided as much as possible.

5. No employee shall be paid both daily and weekly overtime for the same hours so worked.

6. Report Pay. If any employee is scheduled to work and if he reports for work at his regularly scheduled starting time without having been notified not to do so, he shall receive a minimum of four (4) hours' pay at his regular straight-time hourly rate.

7. No regular employee shall be required to forego his customary work shift because of such overtime or other reasons.

8. No employee shall be required to make more than one (1) shift change per week (unless employee agrees or in the case of equipment breakdown or failure).

9. The Company shall have the right to require overtime for maintenance employees during planned equipment outages. The Company will provide a rotating six (6) day schedule prior to the outage.

a. When Saturday and Sunday are included in employees' rotating schedule, said employees will be paid one and one-half (1-1/2) times their rate.

b. The Company will post outages two (2) weeks prior to the outage. In the event that an emergency, unplanned situation, or breakdown occurs, the Company will give as much notice as situation allows.

c. The Company will provide three (3) weeks of family time in between scheduled outages. In the event that an emergency, unplanned situation, or breakdown occur, the Company will give as much time in between outages as situation allows.

d. When an employee has a vacation week scheduled during an outage, the employee will have the option to volunteer to work either weekend, on either side; but cannot be mandated to work said weekends.

e. In the event that an outage is scheduled on Easter Sunday, Mother's Day or Father's Day, the scheduled employees that work the holiday(s) will receive the holiday rate set in Section XI, paragraph 2.

SECTION XI - HOLIDAYS

1. The following are paid holidays:

| | |
|------------------|----------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving Day |
| Memorial Day | Day preceding Christmas |
| Independence Day | Christmas Day |
| Labor Day | Employee's Birthday* |

* The employee shall have the option of taking any day off during the week the birthday falls, subject to two (2) weeks' prior notice to the Company.

2. Any work performed on these recognized holidays by an eligible employee shall be compensated for a time and one-half (1-1/2), i.e. straight time plus half time, plus the holiday pay provided herein. Each of these days [falling Monday through Friday or other regular forty (40) hour work

week] shall be considered as a day worked in computing overtime. The Company will pay double time and one-half (2-1/2) plus holiday pay if an employee's Monday to Friday shift includes a holiday and the shift is scheduled to work; and each scheduled employee must work unless he finds a qualified replacement (from within the bargaining unit). The Company will post a sign-up sheet for unscheduled employees to note their availability. The Company will post notice no later than noon (12:00 p.m.) on the previous business day of scheduled work on holidays.

3. An eligible employee who does not work on a holiday listed in paragraph 1 hereof shall be paid eight (8) times his straight-time hourly wage rate; or, if working a forty (40) hour week of four (4) ten (10) hour days at the time of the holiday, an eligible employee shall be paid ten (10) times his straight time hourly rate; or, if working a work week of three (3) twelve (12) hours days at the time of the holiday, an eligible employee shall be paid twelve (12) times his straight-time hourly rate; provided, however, that if an eligible employee who is scheduled to work on any such holiday fails to report or to perform his scheduled or assigned work, he shall become ineligible for pay for the unworked holiday unless he has failed to report or perform such work because of sickness or because of death in the immediate family (mother, father, children, brother, sister, husband or wife) or for a just cause. As used herein, an "eligible employee" is one who works as scheduled or assigned both on the Company's last scheduled work day prior to and on the Company's first scheduled work day following the holiday, unless he has failed to so work because of sickness or death in the immediate family, as defined hereinabove, or just cause; provided, however, if an employee fails to work either the Company's scheduled day before or the Company's scheduled day after the holiday because of lay-off, the employee shall nevertheless be considered eligible for holiday pay if he performed work during the seven (7) calendar days prior to the holiday. If an employee reports off and uses a personal day on the Company's last scheduled day prior to or first scheduled day following a holiday, the employee will not receive holiday pay. The site manager will have the sole discretion to approve Holiday pay for an employee who reports off for cause.

4. When a holiday falls on Sunday, the following Monday shall be considered the holiday; and when a holiday falls on a Saturday, the preceding Friday shall be considered the holiday; provided, however, in the case of two (2) consecutive holidays falling on a Friday, Saturday, Sunday or Monday, only one (1) day, in the Company's sole discretion, will be treated as above and as to the other the Company shall, in its sole discretion, determine whether there shall be an extra day off or whether an additional eight (8) hours' holiday pay shall alone compensate for the consecutive holiday in question.

5. During the week in which a holiday falls, the Company, in its sole discretion, may transfer employees working a work week of three (3) twelve (12) hour days to a work week of five (5) eight (8) hour days or to a work week of four (4) ten (10) hour days, and the employees shall be paid holiday pay accordingly.

6. The Company will allow up to two (2) unpaid personal days that will not be counted as unexcused absence. Standard call-off procedure is required, as set forth in Section XVIII, paragraph 7.

SECTION XII - VACATIONS

1. Any employee who has completed one (1) or more years of service with the Company shall receive vacation with pay as set forth below:

**Length of Continuous
Service Completed**

1 through 4 years
5 through 9 years
10 through 14 years
15 through 19 years
20 years or over

**Length of Vacation
Period**

1 week
2 weeks
3 weeks
4 weeks
5 weeks

2. Employees shall become eligible for their first calendar week of vacation with pay on the respective anniversary dates of their employment. Thereafter, employees shall become eligible for vacation on January 1 of the relevant contract years in accordance with their continuous service calculated as of January 1, except they shall become eligible for the respective additional calendar weeks of vacation on their anniversary dates of employment in the relevant contract years during which they accrue continuous service entitling them to such additional vacation. Notwithstanding anything to the contrary in this paragraph 2, to be eligible for vacation with pay in any year, an employee regardless of his or her years of continuous service, must have worked 960 hours in the prior calendar year (January 1 through December 31), or, in the case of the first anniversary date of hire, 960 hours in the first anniversary year. Up to eighty (80) hours of Union business per year per employee may be applied to qualified hours. Each week of vacation pay shall equal forty (40) straight time hours of pay, including shift differential, at the employee's rate of pay in effect on January 1 of the year in which the vacation is taken plus any scheduled wage increase if the vacation is taken after the effective date of such increase; provided, however, if the employee is laid off as of January 1, his rate of pay for vacation pay purposes shall be the rate of pay of his last bid job prior to January 1. Hours worked shall be deemed to include all actual hours worked as well as time spent on paid vacations, time spent on paid holidays, time spent on paid jury duty and time spent on paid funeral leave. In addition, an employee shall be credited at the rate of forty (40) hours per week for each week of time absent on account of an accident compensable under the Pennsylvania State Worker's Compensation law, and for which time he has received or will receive compensation thereunder; however, this provision shall apply only in the vacation qualifying year in which the employee's injury occurred.

3. An employee on vacation during a holiday week shall, in the Company's sole discretion, either receive holiday pay during his vacation or take an additional day off with pay.

4. Each employee, not later than December 15, shall hand his Foreman a slip indicating the date on which the employee would like to begin his vacation (indicating 1st and 2nd choices). The Company will post the vacation schedule on the bulletin board not later than January 15. If vacation is not scheduled by January 15, the Company, in its sole discretion, will schedule all unscheduled vacation time.

a. Any employee turning in their vacation request after December 15 will be placed on the second rotation. Second rotation will be in order of seniority of employees who turned in their request late.

b. Vacation schedules will be distributed no later than November 15.

5. Vacations will so far as practicable be granted at the time most desired by the employee, but the final right to allotment of vacation periods is exclusively reserved to the Company. The vacation period shall be between January 1 and December 31 of each year. Employees must take vacation between January 1 and December 31 of each year and must complete vacation not later than December 31. When more than one employee requests the same vacation period, seniority shall be the

determining factor in granting first choice of vacation period. All vacation time must be taken in minimum one (1) week periods, except (i) as otherwise mutually agreed between the Company and the employee; (ii) employees will be permitted to use one (1) week of vacation, one day at a time, for call offs, provided the employees follow the call off procedure; (iii) Employees also will be permitted to use one (1) week of vacation, one day at a time, provided they give the Company three (3) days' prior notice; and (iv) employees will be permitted to schedule one week's worth of vacation (5 days) one day at a time. An employee shall be entitled to receive his vacation pay one (1) week prior to taking vacation for full weeks of vacation.

6. After the Company has determined the scheduling of vacations and has posted the vacation schedule, the time set for the employee to take his vacation shall not be changed except with the consent of the employee. In case of sickness or death in the employee's immediate family or in the event of sickness of the employee, time lost due to such situation can be charged against the employee's earned vacation by mutual agreement between the Company and the employee. For employees on FMLA or S/A leave who are scheduled for vacation, the Company will have the sole discretion to either pay the employee his vacation time or allow them to reschedule to a later date.

7. Three (3) additional days of vacation with pay will be allowed an employee who, when during his period of authorized vacation, has a death in his immediate family; provided, however, five (5) additional days shall be granted to an employee whose spouse dies while he or she is on vacation; provided further the employee and his or her spouse are legally married and co-habiting at the date of the death. Immediate family is defined to include the employee's spouse (other than as provided in the immediately preceding sentence), children, parents, grandparents, sister, brother, or father and mother of present spouse. One (1) additional day of vacation with pay will be allowed an employee who, when during his period of authorized vacation, has a death to a brother-in-law, sister-in-law, grandchild, step-father, step-mother, step-child, step-brother, or step-sister; provided such day is for the day of the funeral falling within the vacation period; provided, further, the Union provides an updated list to the Company every six (6) months during the life of this Agreement of employees with relatives within the said categories which identifies the relatives and their relationships to the employees (and unless the Company is specially notified between the semiannual lists of interim additions of qualifying relatives, such relatives shall not be acknowledged for the additional day). It is understood that this paragraph and Section XVIII, paragraph 3, shall in no event provide double benefits.

8. Post-employment vacation pay shall be limited to those employees whose employment is terminated by: retirement, layoff, military duty, leave of absence for Union business, death, sickness or lost time accident.

9. Employees with more than two (2) weeks' vacation entitlement in a vacation year may elect to sell unused vacation in weekly increments (40 straight time hours per week) back to the Company. One month's notice prior to the employee's scheduled vacation time is desired. The privilege to sell back vacation may be discontinued at the Company's discretion with two (2) weeks' notice to the Union. The number of weeks sold back in a period will be determined by the Company and done in accordance with seniority.

SECTION XIII - SENIORITY

1. Seniority is defined to mean length of continuous service with the Company starting with the last date of hire. Seniority shall be applied plant wide.

2. Subject to paragraph 3. hereof with respect to Maintenance Jobs, in all cases of promotions, filling vacancies which may occur, manning new work operations which are created and increases in forces, as well as in all cases of demotions, abolishment of work operations and decreases in forces (layoffs), the employee with the greatest length of continuous service who can establish the fact to the satisfaction of the Company that he has the qualifications and experience to perform the requirements of the job shall be given preference to acquire a job or retain a job or replace another employee on a job, as the case may be. The Company will update and clarify employees' "ISO Qualifications" on a current basis. If qualifications of an employee are put in question, it shall become a matter for the grievance procedure. ISO Qualifications will not affect any other rights of employees and will be updated as needed.

3. Abilities and Qualifications for the jobs of Group Leading Master Mechanic, Master Mechanic, Mechanic/Electrician, Maintenance A, Maintenance B and Maintenance Apprentice shall be determined by the Company. Solely with respect to the job classification of Maintenance Apprentice the Company will require employees to take a written test as a condition precedent to commencing work in that job classification and all employees shall have a right to bid or bump into the Maintenance job upon passing a "basic mechanical aptitude test" developed by an unrelated third party; provided, however, the employee must be qualified to drive all Company trucks. With the exception of a bump, in all other cases in which an employee commences to work (whether through bid, promotion or otherwise) on any job in the Maintenance classifications, the employee shall be considered to be on a three (3) month trial period. Should the employee fail to qualify for the job during the trial period either as determined by the Company based upon proper cause or at the employee's choice, the employee shall be returned to his former job. For entry level Maintenance jobs, the Company will post a job opening for Maintenance Apprentice. Employees with a qualification of Group Leading Master Mechanic, Master Mechanic, Mechanic/Electrician, Maintenance A or Maintenance B will not be permitted to bid or bump to a Maintenance Apprentice position. If the Company posts job openings for Group Leading Master Mechanic, Master Mechanic, Mechanic/Electrician, Maintenance A or Maintenance B, an employee can qualify by meeting the requirements for these jobs as set forth in the respective job descriptions published by the Company. Once qualified for a Maintenance job, the Company can require employees to take continuing education reasonably related to their jobs (Company to pay for required hours of attendance and travel and related costs to attend). Failure to take required continuing education can result in disqualification. Employees will be upgraded within the Maintenance classifications as set forth and described in Appendix "A" hereto; provided, however, if at any time, an employee who is not in a Maintenance Apprentice position feels he meets the abilities and qualifications for the next higher Maintenance classification, without having the years of experience required as set forth in Appendix "A," the employee may request to take a written test and field test to qualify for early advancement. If an employee fails a written or field test, he may not retake the test for three (3) months. The Company will provide tools for employee use that are one inch (1") drive and above; provided that employees will be responsible to check out tools and any lost or missing tool replacement will be at cost to the employee.

4. New employees and those hired after a break in continuous service shall be regarded as probationary employees for the first ninety (90) calendar days of their employment, and they will receive no continuous service credit during such period. However, probationary employees continued in the service of the Company subsequent to the completion of the probationary period shall be credited with seniority as of the date of hiring. The dismissal of an employee during the probationary period shall be exclusively determined by the Company. Further, during the months of June, July and August of every year and provided no employees on the seniority roster are on layoff, the Company shall have the right to hire temporary employees, subject to the provisions of Section VI hereof, as laborers, at a rate of Five Dollars (\$5.00) per hour below the then posted rate for laborers. If such an employee is still working for the Company as of September 1, his rate will, on September 1, be adjusted to the posted rate. Employees in the probationary period will not receive Holiday pay.

5. Continuous service for seniority purposes shall terminate only when an employee:

- a. Voluntarily quits for any reason.
- b. Is discharged for just cause.
- c. Fails to report for work on first (1st) work day following expiration of approved leave of absence unless the employee has a reason acceptable to the Company for his inability to report.
- d. Is absent due to a lay-off which continues for more than eighteen (18) consecutive months.
- e. Fails to report to work within five (5) working days from date of receipt of notice, by certified mail or telegram, addressed to employee's last known address, notifying him of recall to available work. An employee shall keep the Company informed of proper address and phone number on the Company's records.
- f. Is absent due to an on the job or off the job illness or injury which continues for more than twenty-four (24) consecutive months.

6. Filling of permanent vacancies:

a. When a permanent vacancy occurs, the Company shall notify the Union Committee of the vacancy and shall post a notice of such vacancy on the bulletin board for a period of three (3) working days. Any employee wishing to apply for the vacancy shall make application during such period on the form provided. All vacancies shall be filled in accordance with the provisions of this Section XIII, paragraph 2. The job shall be filled not later than three (3) working days following the end of the bid period, and the Company will notify the Union Committee of the name of the employee selected. The Company will temporarily assign the youngest, qualified employee to fill the job during the bid period. If there is no bidder, the Company shall have the right to assign the youngest, physically capable employee, excluding maintenance employees, on a permanent basis if no senior employee wants the job. If the youngest, physically capable employee fails to qualify for the position, that employee shall not be able to bid any jobs for a period of two (2) years from the date of disqualification. If a posted job is not filled within 90 days of original posting, it will be rebid. Any employee forced to fill a vacant bid can only be forced one (1) time; the next employee forced to fill a vacant bid can bump the first employee who was forced.

b. Notwithstanding any other part of the Basic Language Agreement, in the event there is no successful bidder on a permanent vacancy, the Company shall have the right to temporarily assign the youngest, qualified employee to the vacant job classification within the bargaining unit. Employees temporarily assigned to a job class, paying a higher rate than regular rate, shall receive the higher rate while working the higher job class. Employees temporarily assigned to a job class paying a lower rate than regular rate shall retain their regular rate of pay. The Company will fill the position by training the most senior employee who wishes to fill the position.

c. If the employee selected to fill the vacancy fails to meet the requirements of the job within the trial period (not to exceed thirty (30) working days) such employee shall be returned to his old job. The trial period may be extended by mutual agreement between the

Union Committee and the Company. Additionally, the Company will require employees to pass a non-ferrous scrap qualification test following the completion of their 30 day training qualification periods. The Company shall notify the Union Committee in the event the employee is not meeting the requirements of the job.

d. For purposes of the application of this Section XIII, paragraph 5 only, the Job Classification which is the subject of permanent vacancy bidding shall include both the Job Classification and the shift on which the Job Classification vacancy exists. For example, Maintenance - day shift shall be treated as a separate Job Classification from Maintenance - night shift.

7. When the number of employees in a Job Classification is to be reduced, such reduction shall be based on seniority within the Classification. If an employee is to be laid off from his regular Classification, he has the right to replace an employee with the least continuous amount of service in any other Job Classification in accordance with the provisions of this Section XIII, paragraph 2. An employee has the option to convert a call-off to a late start, provided the employee calls within one hour of their start time to notify the Company of the reversal. The employee will be placed by the Company for the balance of the day.

8. When a Job Classification is eliminated, the incumbent of such position shall have the right to invoke his seniority to replace a junior employee in a different Classification in accordance with the provisions of this Section XIII, paragraph 2. Eliminated job classifications will be posted on the bulletin board as they occur. If job eliminations are posted within the first four (4) hours of a shift, employees must bump by the end of the shift; if job eliminations are posted within the second four (4) hours of the shift, employees must bump by the start of their next shift.

9. A seniority list shall be submitted to the Union and shall be revised every six (6) months during the life of this Agreement. This list may be challenged by the Union within fifteen (15) calendar days after submission; otherwise, the list shall stand as submitted.

10. The right to promote employees to any position of supervisory nature is reserved exclusively to the Company. Any employee promoted from the bargaining unit to the first level supervision may at any time within one (1) year from the date of the promotion return or be returned to the position and rate of pay from which he was promoted. During this time his seniority within the bargaining unit shall be considered as continuing. In the event the promoted employee's former position has been filled during the intervening time, each employee who has been transferred or promoted within the bargaining unit as a result of the movement shall be returned to his former position and rate of pay and his seniority shall apply to his former position.

11. No new employee shall be hired until all employees laid off have returned to work on the basis of seniority so long as the employee complies with the provisions of this Section XIII, paragraph 2.

12. Filling of Temporary Vacancies:

a. When an employee is absent from his job because of a bona fide illness and such absence continues beyond two (2) consecutive months, or as soon as the Company can determine that a job will be vacant for two (2) months or more other than on a permanent basis, for any other reason, such vacancy will be posted as a temporary vacancy, provided the job is scheduled to operate by the Company.

b. The posting notice shall clearly state that it is a temporary vacancy.

c. The Union and the Company understand and agree that the successful bidder for a temporary vacancy must return to his former classification when the original employee returns to work.

d. A temporary vacancy shall be filled in accordance with the provisions of this Section XIII, paragraph 2; provided, however the Company shall have the right to offer by seniority all other jobs opened as a result of the bid and shall have the right to assign such other job(s) to the least senior employee(s) if such jobs are refused by the more senior employee(s).

e. For jobs not in Appendix A, the Company shall have the unilateral right to temporarily transfer (assign) any employee to a job outside his job classification for a period not to exceed ten (10) cumulative scheduled work days per occurrence (June 1 through May 30). After ten (10) cumulative scheduled work days on each such temporary transfer, the Company shall assign the most senior qualified employee for temporary transfer to the job being worked on a temporary basis. Such temporary transfer shall be made first to the senior qualified employee within the classification of combined jobs in which the job is being worked on a temporary basis and thereafter, as appropriate, to the senior qualified employee within any other combined job classification, provided such job is higher paid in the latter case. Any job being worked on a temporary basis must be fulfilled pursuant to this paragraph 11, effective on the 31st scheduled work day following its fulfillment, and, therefore, must be posted for bid on or before the 26th scheduled work day following its first establishment.

SECTION XIV - SAFETY AND HEALTH

1. The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

2. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company and in accordance with practices now prevailing, or as such practices may be improved from time to time by the Company and Union; provided, the Company shall be specifically obliged to supply safety shoes, safety glasses, rain suits, safety hats, gloves and protective equipment for burners under and subject to the following terms and conditions:

a. No item will be supplied unless and until the employee turns in the used item to be replaced.

b. No item will be replaced in any event unless it is no longer functional due to ordinary wear and tear. After an employee has lost, misplaced or misused safety equipment three (3) times per contract year, that employee will replace future items at cost to the employee. The Company will supply equipment lockers for each employee to store safety equipment.

c. The Company shall provide and pay for the cost of a single pair of metatarsal work boots ("safety shoes") each contract year hereunder for Company approved shoes pursuant to Company safety requirements; provided, however, for Burners, the Company shall provide two (2) pairs of safety shoes per contract year as aforesaid, subject to need for replacement being based on ordinary wear and tear. Burners must have burned for three (3) months minimum before a second set of safety shoes are issued.

d. Employees will be supplied one (1) pair of prescription safety glasses every two (2) contract years; provided, however, employees will be supplied one (1) pair of safety glasses per contract year subject to need for replacement being based on ordinary wear and tear. If the employee's prescription changes, the Company will supply one (1) pair of prescription safety glasses per contract year in such circumstances.

3. A Safety Committee, consisting of two members appointed by the Union and two members appointed by the Company, shall make a joint monthly inspection of the plant and give a joint monthly written report to both the Company and the Union on conditions of health and safety. The members of the Safety Committee shall meet for a one-half (1/2) hour period immediately after the conclusion of the monthly inspection tour to discuss their findings and to prepare the joint written report. The meeting is to be held on Company time. The Union members of this Committee shall be paid their straight time hourly earnings for the time spent in making the regular monthly joint inspection, and, in addition, for the one-half (1/2) hour in attendance at the meeting following the inspection. Additionally, the following protocol shall apply to all Company investigations of injuries, accidents or incidents:

a. all members of the Safety Committee shall receive copies of the Safety Committee minutes;

b. all Safety Committee members will be able to review all accident reports pertaining to the West Mifflin Yard, but copies will not be provided to Union members of the Safety Committee;

c. all Safety Committee members will be able to participate in all injury, incident and accident investigations; provided, however, the Company will notify the designated Union member of the Safety Committee if an investigation is to be done on the second or third shift, and, if that member cannot be reached, the investigation will proceed without a Union member.

4. Not less than five (5) work days before a monthly Safety Committee meeting, each of the Company members and the Union members of the Committee shall submit to the others a written agenda of the specific subjects to be discussed at such meeting. No grievances are to be discussed by the Safety Committee.

5. Disputes as to the safety of working conditions shall be proper matters for the grievance procedure.

6. Employees will be required to comply with the Company's published safety "Observation Program," namely being required to complete one safety observation per week. Company will supply Union employees with the observation incentive program.

a. Employees performing a task (a) they have never completed before, (b) it has been a while since performing in the past, or (c) there is no SJP for the task, will be required to complete a "Take 10 Observation."

SECTION XV - BULLETIN BOARDS

1. The Company agrees to permit the use of bulletin boards by the Union for the purpose of posting routine notices concerning the activities of the Union.

SECTION XVI - INSURANCE

1. The following benefits are provided for regular employees and eligible dependents:

| | <u>Employee</u> | <u>Spouse</u> | <u>Child</u> |
|---|-----------------|---------------|--------------|
| a. Life Insurance (Active Employees) | \$20,000 | \$13,000 | \$10,000* |
| b. Accidental Death and Dismemberment (Active Employees) | \$20,000 | \$13,000 | \$10,000* |
| c. Death Benefit** (Retired Employees) | \$7,500 | — | — |
| d. Accident and Sickness Weekly benefit maximum 26 weeks each disability; 1st day of accident; 8 th day of illness | | | |

Effective June 1, 2014

\$600/week

* (\$100 for first six months of life)

** (This benefit is provided by the Steelworkers Pension Trust; provided, however, to the extent the Death Benefit provided by the Trust is less than \$7,500, the Company shall pay the estate of the deceased Retired Employee an amount equal to the difference between the amount paid by the Trust and \$7,500)

a. Health Insurance (Active Employees and Dependents). The Employer shall continue its health insurance coverage administered through Highmark Blue Cross Blue Shield with the following changes:

Effective January 1, 2016:

Retail Drugs (up to 31 day supply):
\$7.00 copayment generic
\$40.00 copayment brand formulary
\$60.00 copayment brand non-formulary

Mail Order:
\$14.00 copayment generic
\$80.00 copayment brand form
\$120 copayment non-form

Effective June 1, 2015, the Employer shall provide for and pay the full cost of the following health insurance benefits for eligible employees and their dependents, if applicable, for the balance of the term of this Agreement is set forth in Section XXV unless amended by mutual agreement of the Company and the Union in writing, or as required by law in which case the parties shall bargain in good faith to account for the changes mandated by law.

(1) Health Benefits. Health benefits shall be provided through the Tube City IMS, LLC Employee Health and Welfare Plan Group #14605-09 (Active) and 14065-79 (COBRA) ("Health

and Welfare Plan”), as set forth and described in the Summary Plan Description for the Health and Welfare Plan.

(2) Dental Benefits. Dental benefits shall be provided through the Tube City IMS, LLC United Concordia Employee Dental Plan (“Dental Plan”), as set forth and described in the Summary Plan Description for the Dental Plan.

(3) Vision Benefits. Vision benefits shall be provided through Vision Benefits of America (“VBA”), as set forth and described in the VBA Managed Vision Care Program.

(4) Eligibility. Subject to termination of coverage under paragraph 3.c. of this Section XVI, eligible employees are all employees within the Union’s Bargaining Unit who were actively employed by the Company for any length of time during the wage month. The term also includes employees who did not work at all during the wage month for any of the following reasons:

- (a) Disability due to sickness or accident;
- (b) Leave of absence under the federal Family Medical Leave Act;
- (c) Vacation;
- (d) Attendance at Union or Fund Convention, seminar or grievance hearing;
- (e) Causes for which, under any other provision of this Agreement, an employee may be entitled to coverage while not actively at work.

(5) Election of Category of Coverage and Right to Change. Employees shall elect a category of coverage within thirty (30) days of becoming eligible. This election may be changed only as provided for in the Health and Welfare Plan Document and Summary Plan Description. Newly-born children must be enrolled within thirty-one (31) days of birth.

Election of coverage must be completed within the eligibility period as defined in this Section XVI. If an employee fails to enroll, the employee shall automatically be enrolled in single coverage; but the employee may enroll in the next annual open enrollment period which takes place during the month of November of each calendar year for a following calendar year January 1 effective date (“Open Enrollment Period”). Eligible employees may change their elections during the calendar year within guidelines of the special enrollment rights under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as set forth and described in the Health and Welfare Plan Document and Summary Plan Description. In addition, election of coverage changes can also be made each calendar year during the open enrollment period which takes place during the Open Enrollment Period.

Within the eligibility guidelines of the Health and Welfare Plan Document and Summary Plan Description, an employee who certifies to the Company, on a form provided by the Company, that the employee is covered for health insurance under essentially equivalent coverage from a source other than the Company, will be entitled to a reimbursement of \$100 per month in lieu of health insurance provided by the Company.

f. Health Insurance (Retired Employees) - Company to reimburse 50% of retirees’ health insurance subject to the following: reimbursement per covered retiree shall be to a maximum of \$100.00 per month of retiree’s monthly insurance cost effective June 1, 2015 through December 31, 2018.

Eligibility for reimbursement for any retiree shall be limited to the time period from and after his 62nd birthday to and including his 65th birthday or his eligibility for Medicare, whichever first occurs.

2. An employee will become eligible for coverage upon completion of the probationary period and the employee must enroll before becoming insured.

3. The Company will pay the cost of the insurance plan, subject to termination as follows:

a. Life Insurance and Accidental Death and Dismemberment:

(i) At the end of the month in which a layoff, discharge or quit occurs.

(ii) At the end of the sixth (6th) month following the month in which an off-the-job injury or illness occurs.

(iii) At the end of the thirtieth (30th) month following the month in which an on-the-job injury or illness occurs.

b. Accident and Sickness:

(i) At the end of the month in which a layoff, discharge or quit occurs.

(ii) At the end of the month in which an off-the-job injury or illness occurs; provided, however, the employee shall be entitled to the weekly benefit continuation maximum of 26 weeks for each disability as a result of sickness or accident incurred while accident and sickness coverage was in effect.

(iii) At the end of the month in which an on-the-job injury or illness occurs.

c. Health Insurance:

(i) At the end of the second (2nd) month following the month in which a lay off occurs.

(ii) At the end of the month in which a discharge or quit occurs.

(iii) At the end of the sixth (6th) month following the month in which an off-the-job injury or illness occurs.

(iv) At the end of the thirtieth (30th) month following the month in which an on-the-job injury or illness occurs.

4. All insurance coverage shall be reinstated as of the first (1st) of the month following the month in which an employee returns to work from any separation from employment which has not caused a loss of seniority.

SECTION XVII - MILITARY SERVICE

1. Any employee, other than temporary, who voluntarily enlists or is inducted into the armed forces of the United States of America may exercise full seniority rights for reinstatement at any time within ninety (90) days after his honorable discharge from such service.

2. Upon presentation of proper papers showing satisfactory completion of such service as mentioned above, the employee applying for reinstatement with the Company shall be reinstated to his former position, if Company circumstances so permit, with full and accumulated seniority rights, status and prevailing rate of pay, provided that such employee is still qualified to perform the duties of such position.

SECTION XVIII - GENERAL PROVISIONS

1. Supervisors shall not perform work on a job normally performed by an employee in the bargaining unit; provided, however, this provision shall not be construed to prohibit supervisors from performing the following types of work

- a. experimental work;
- b. demonstration work performed for the purpose of instructing and training employees;
- c. work required of the supervisors by emergency conditions which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment;
- d. work which, under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee and which is negligible in amount; and
- e. work necessitated by the unavailability of employees to work overtime.

Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision. If a supervisor performs work in violation of this provision, and the employee who otherwise would have performed this work can reasonably be identified, the Company shall pay such employee the applicable standard hourly wage rate for the time involved; provided, however, any claim for violation of this provision must be raised within five (5) working days following the date of the alleged violation, and any claim not raised within the said five (5) day period shall be barred and shall not be subject to the grievance and arbitration procedure of the Agreement.

2. The Company agrees that all persons performing work two (2) hours in excess of eight (8) hours in any one shift shall be furnished with lunch by the Company without cost to the employee, such lunch shall cost at least five dollars (\$5.00). If the employee shall continue to work three additional hours following the first lunch period, the Company shall furnish an additional lunch, the cost of which shall be at least two dollars and twenty-five cents (\$2.25). No employee shall take a break after scheduled hours.

3. An employee who is absent because of death of his or her spouse (to whom he or she is legally married and with whom he or she was co-habiting at the time of the death of his or her

spouse) shall be granted five (5) days off during the period following the date of his or her death. An employee who is absent because of death of his or her children, parents, grandparents, sister, brother or father or mother of present spouse shall be granted three (3) days off during the period following the date of the death. Such employee shall be paid eight (8) hours straight-time pay up to a maximum of three (3) days for time lost on days the employee would have been otherwise scheduled to work; or, if working a forty (40) hour week of four (4) ten (10) hour days at the time of the death, an employee will be paid ten (10) times his straight-time hourly rate; or, if working a work week of three (3) twelve (12) hour days at the time of the death, an employee will be paid twelve (12) times his straight-time hourly rate. If three days are involved the employee will be paid for forty (40) hours. An employee who is absent because of death of his brother-in-law, sister-in-law, grandchild, step-father, step-mother, step-child, step-brother or step-sister shall be granted the day of the funeral with pay if such day is a scheduled day of work for the employee; provided, further, the Union provides an updated list to the Company every six (6) months during the life of this Agreement of employees with relatives within the said categories which identifies the relatives and their relationships to the employees (and unless the Company is specially notified between the semi-annual lists of interim additions of qualifying employees, such relatives shall not be acknowledged for the day of the funeral).

4. No employee covered by this Agreement shall suffer the loss of any benefits which he received since February 7, 1956.

5. Physical disability, sustained by an employee in the course of his employment or from other normal natural causes during the period of his active service with the Company, which prevents him from satisfactorily performing the work assignments normal to his job, shall be considered in the following manner: when the condition of the employee and the availability of useful work of benefit to the Company makes it impossible for him to occupy some other regular or special job classification, his placement therein and the rate paid shall be a matter of mutual agreement between the Company and the Union. In order to accomplish this aim, the seniority and job posting provision of this Agreement shall be waived to the extent necessary.

6. The Company will assign two (2) carhops to the locomotive when the Company deems it necessary.

7. If an employee, for any reason, cannot report for work at his regular scheduled starting time, he must notify the Company not later than one (1) hour before his starting time that he is unable to report if working daylight (6:30 a.m. to 3:00 p.m.); provided, however, for shifts starting on or after 3:00p.m. ("back turns"), or the twelve (12) hour shift, the employee must notify the Company not later than two (2) hours before his starting time. All call-offs must be made to: 412-675-7079. Employees are required to state the reason for calling off and if they would like to use a vacation day. Failure of an employee to give such notice shall be considered as an unexcused absence for purposes of Section VIII, paragraph 3 of this Agreement. If an employee is absent from work for five (5) days or more due to sickness or accident, the Company will require a doctor's note.

8. The Company will not contract out work ordinarily performed by the bargaining unit employees when employees are on lay-off who have demonstrated ability to perform the work, and provided the necessary Company owned equipment is available with which to perform the work. If the circumstances permit, the Company will discuss with the Union work intended to be contracted out prior to the commencement of such contracting out; provided, however, that it is expressly understood and agreed that such discussions shall not be required for types of work traditionally contracted out in the past or where an emergency or other circumstances do not permit time for advance discussions including, specifically, work necessitated by the unavailability of employees to work overtime. Company

employees working with an outside contractor's employees will work the same hours as the outside contractor's employees.

9. When the entire yard is working on Saturday or Sunday, the Company will call in a janitor. The Company will provide a janitor on Sunday provided fifty percent (50%) of the work force is working both Saturday and Sunday and a janitor can be assigned to other work. The janitor will be assigned to work overtime to complete his janitorial duties when working on any day of the week if he is required to be out of the Yard for any purpose for three (3) or more hours of an eight (8) hour shift.

10. A Union officer will be afforded the opportunity to be present at meetings between the Company and employees of the bargaining unit. However, this provision shall not apply to normal communications between supervisors and members of the bargaining unit.

11. All Crane Operators and Equipment Operators will perform maintenance on their own equipment alone or together with Maintenance employees as they have done in the past. Crane Operators are required to operate all material handling and shear cranes; provided, however, lifting and/or picking cranes are excluded.

12. The Company and the Union have agreed to the Substance Abuse Policy and the Joint Drug and Alcohol Abuse Policy as set forth on Appendix "B" attached hereto and made a part hereof.

13. The Company agrees to deliver payroll checks on Thursdays, even though such checks are dated Friday.

14. The Company will provide a tool allowance to employees of \$50.00 per month per contract year on an accumulative basis; provided no accumulation will carry over to the next contract year; provided, further, the Company will purchase the first set of tools, in lieu of the first two years' \$1,200 tool allowance, for employees commencing a Maintenance Apprentice job; provided, further, if the employee does not complete two years of service in the Maintenance Apprentice job, the ownership of the tools shall revert to the Company. Tools must be used for Company work only and must remain at the Yard while in Maintenance job classifications.

15. The Company will notify the Union and bargaining unit employees of any time clock changes.

16. In the event of a resignation, permanent layoff or termination of an employee, the employee must remove all personal property from the location in one week or less. An employee's last paycheck will be held until employee has returned all Company issued equipment, uniforms and any other property.

SECTION XIX - LEAVE OF ABSENCE

1. Consistent with the Family and Medical Leave Act, an employee, upon written request, may be granted a personal leave of absence not to exceed three (3) months, subject to the approval of the Company.

2. The seniority of any employee on an approved leave of absence shall not be broken and the time spent on such leave of absence shall be counted as continuous service for seniority purposes. An employee on leave shall not engage in employment elsewhere while on said leave of

absence unless mutually agreed by the Company and the Union; and he shall report to work on or before the expiration date of such leave of absence, unless he has a reason acceptable to the Company for not being able to so report.

3. Leave of absence for Union Business.

a. The term "Leave of Absence" applies to a continuous period of thirty (30) days or more away from work without pay when it is the Company's intent to reinstate the employee at the expiration of the leave, subject to the prevailing conditions at the time, his return to work within the period of the leave of absence and qualifications under the usual employment standards including a physical examination.

b. Upon written request of the Union, an employee appointed to an office of the International Union will be granted the usual leave of absence without losing seniority, not to exceed one (1) year unless an extension is granted.

c. Prior provisions hereof notwithstanding, no more than one (1) employee of the Company shall be granted such leave of absence in any one year.

d. Any such leave of absence shall bear a specific time period between thirty (30) days and one (1) year. Moreover, an employee's return to work prior to the scheduled expiration of the leave of absence shall be the sole decision of the Company.

SECTION XX - CHANGE OF ADDRESS

1. Employees shall notify the Company of change of address, and all notices to employees shall be directed to the employee at his last address as shown on the Company records. It shall be the responsibility of the employee to keep the Company advised of his most recent address and current phone number, and the Company shall make forms available on which the employee may do so. The Company agrees to furnish once each year an up-to-date mailing list of employees to the Union.

SECTION XXI - PROTECTIVE CLAUSE

1. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall within a reasonable time fail or refuse to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

SECTION XXII - ALLOWANCE FOR JURY SERVICE

1. An employee who is called for jury service shall be excused from work for the days on which he serves and he shall receive for each such day of jury service on which he otherwise would have worked the difference between eight (8) times his regular straight-time hourly rate and the payment he receives for jury service; or, if working a forty (40) hour week of four (4) ten (10) hour days at the time of jury duty, the employee shall be paid the difference between ten (10) times his regular straight-time hourly rate and the payment he receives for jury service; or, if working a work week of three

(3) twelve (12) hour days at the time of jury duty, the employee will be paid the difference between twelve (12) times his regular straight-time hourly rate and the payment he receives for jury service. The employee must present to the Company proof of service and of the amount of pay received therefor in order to be entitled to this allowance.

SECTION XXIII - PENSIONS

1. Benefit Plan. The parties to this Agreement desire that the benefits now granted by the Trustees of the UIU Pension Trust, hereinafter "Trust," be provided to the employees employed within the Union's Bargaining Unit.

2. Contribution Rate. The month for which the contribution is due is referred to as the "benefit month" and the month immediately preceding the benefit month as the "wage month." Effective with the month of June 2012, the Company agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to \$259.50 per month (\$1.50 per hour X 173 hours) for each Covered Employee. Effective with the month of June 2013, the Company agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to \$302.75 (\$1.75 per hour x 173 hours) for each Covered Employee. Effective with the month of June 2014, the Company agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to \$346.00 (\$2.00 per hour x 173 hours) for each Covered Employee.

3. Covered Employees. Covered Employees are all employees employed by the Company within the Union's Bargaining Unit at the West Mifflin, Pennsylvania facility for any length of time during the wage month. The Company is required to make a contribution on an employee whose employment is terminated during the wage month.

4. Minimum Contribution. Effective June 1, 2012, and for any particular calendar month, the minimum monthly contribution for each Covered Employee shall be \$216.25. Effective June 1, 2013, and for any particular calendar month, the minimum monthly contribution for each Covered Employee shall be \$259.50. Effective June 1, 2014, and for any particular calendar month, the minimum monthly contribution for each Covered Employee shall be \$302.75.

The Company shall pay the minimum monthly contribution on any Covered Employee who is absent from work because of layoff, Union business, leave of absence, military duty or disability up to a maximum of twelve (12) consecutive months.

5. Payment of Contributions. Contributions are due from the Company on the tenth (10th) day of the benefit month for each and every month so long as this Agreement is in force.

6. Coverage - Newly Hired Employees Not Previously Covered. Newly hired employees not previously covered by the Trust are not considered Covered Employees until the first day of the first calendar month immediately following the commencement of their employment. Such calendar month is the new employee's first benefit month. The immediately preceding calendar month is the employee's first wage month.

7. Coverage - Newly Hired Employees Who Were Previously Covered. Newly hired employees previously covered by the Trust are considered Covered Employees as of the first day of the first calendar month immediately after the commencement of employment. This calendar month is the employee's first benefit month and the calendar month immediately preceding is the employee's first wage month.

8. Requirement. The Company shall transmit to the Trust with each contribution a contribution report on the form furnished by the Trust on which the Company shall report the names, status, hire and termination dates as applicable, of each Covered Employee during the wage month. The Company further agrees to supply to the Trust such further information as may from time to time be requested by it in connection with the benefits provided by said Trust to said employees, and to permit audits of its books and records by the Trust for the sole purpose of determining compliance with the terms and conditions of this agreement.

9. Obligation of Trust. In consideration of the Company's aforesaid contributions to the Trust as hereinabove provided and for so long as the Company's participation in the Trust is accepted by the Trustees, the Trustees will, beginning with the date of receipt by the Trust of the Company's first said contribution and continuing for such part of the duration of this Agreement as the Company fully complies with the terms of this clause in all respects, extend and make available to employees covered by this Agreement the pension benefits for which such employees are eligible under the Declaration of Trust, as amended from time to time, which is by this reference incorporated herein and made a part hereof.

SECTION XXIV - TERMINATION

1. This Agreement shall be effective June 1, 2015 and shall continue until midnight December 31, 2018. Unless terminated as herein provided, this Agreement shall continue thereafter from year to year. Either party may terminate this Agreement on May 31, 2012 or on May 31 of any succeeding year by giving sixty (60) days prior notice in writing to the other party of its desire to so terminate. If such notice is served, both parties agree to meet at the earliest possible date and, in no case, later than thirty (30) days from receipt of notification.

2. This Agreement shall supersede all prior supplements or memoranda of agreement.

SECTION XXV - SUCCESSOR CLAUSE

In case the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, of which Local Union 5852-19 is a part, should at any time hereinafter change its name, reorganize, unite, affiliate, consolidate or merge with any AFL-CIO organization or organizations, this Agreement shall nevertheless remain in full force and effect.

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union



Leo W. Gerard
International President

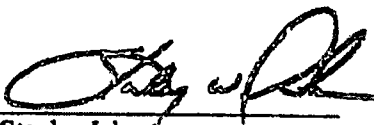
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union,
Local Union 5852-19

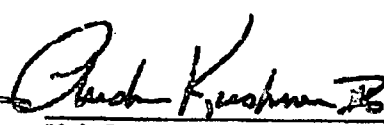


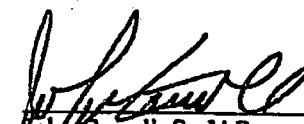
Unit President


Tube City IMS, LLC


Tim Lynch
V.P. Operations

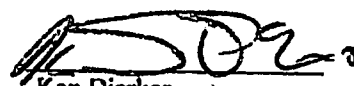

Stanley Johnston
International
Secretary-Treasurer



Unit Committee


John Carroll, Sr. V.P.
Human Resources


Thomas Conway
International
Vice-President Administration

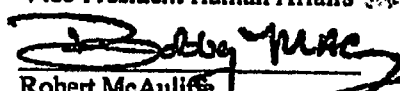

Unit Committee

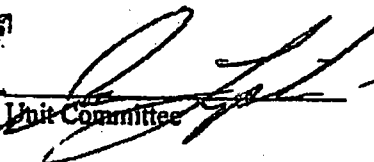

Ken Dierker
Maintenance Supervisor



Frederick D. Redmond
International
Vice-President Human Affairs


Unit Committee


Shaun Mienke
Site Manager


Robert McAuliffe
Director - District 10


Unit Committee


Linda Breeden
Staff Representative

APPENDIX "A"
CLASSIFICATIONS - RATES OF PAY - COST-OF-LIVING

1. Classifications and Rates of Pay*

| <u>CLASSIFICATION</u> | <u>Base Rate</u> | <u>Effective</u> | <u>Effective</u> | <u>Effective</u> |
|------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | <u>Contract</u> | <u>01-01-16</u> | <u>01-01-17</u> | <u>01-01-18</u> |

An Amendment to the Agreement
will be distributed after January 1
of each contract year listing the new
rates of pay

| | |
|----------------------------|---------|
| 1. Labor | \$18.88 |
| Janitor | \$18.88 |
| 2. Burner | \$19.29 |
| Metal Sorter | \$19.29 |
| Baler/Shredder Attendant | \$19.29 |
| Utility Man/Back Hoe | |
| Operator | \$19.29 |
| Picker/Bobcat | \$19.29 |
| Truck Driver | \$19.29 |
| Carhop | \$19.29 |
| Luber | \$19.29 |
| Remote Baler Attendant | \$21.00 |
| Remote Baler Crane/ | |
| Operator | \$23.00 |
| 3. Head Metal Sorter | \$19.59 |
| Baler Operator | \$19.59 |
| Shredder Operator | \$19.59 |
| 4. Scrap/Spectro Inspector | \$20.54 |
| Front End Loader | \$20.54 |
| Locomotive Operator | \$20.54 |
| 5. Crane Operator | \$20.54 |
| Mobile Shear Crane Op. | \$20.54 |
| Shredder Crane Operator | \$20.54 |
| Baker Crane Operator | \$20.54 |
| Lead Shredder Crane | \$21.67 |
| Lifting Cranes | \$21.67 |
| 6. Group Leader Mechanic | \$27.90 |
| Master Mechanic | \$25.62 |
| Mechanic/Electrician | \$21.30 |

| | |
|-------------------------------------|---------|
| Maintenance A ¹ | \$21.48 |
| Maintenance B ² | \$20.82 |
| Maintenance Apprentice ³ | \$20.20 |

* Training Rate premium of \$1.00 per hour shall be paid to any employee training another employee on any job.

2. Signing Bonus. On or about June 1, 2015, a signing bonus shall be paid to all employees based on the seniority calculated as of June 1, 2015 as follows:

| | |
|--------------------------------|-------|
| 1 through 10 years of service | \$250 |
| 11 through 20 years of service | \$450 |
| 21 or more years of service | \$650 |

3. Cost-of-Living (Suspended). Each employee covered by this Agreement shall also be entitled to Cost-of-Living Adjustments in accordance with the following:

a. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States -All Items (1967 = 100)" published by the Bureau of Labor Statistics, U.S. Department of Labor.

b. "Consumer Price Index Base" refers to the Consumer Price Index for the month of May, 1977 (published in June, 1977).

c. "Adjustment Dates," to the extent applicable consistent with the twenty-five cents (\$.25) cap described below, are August 1 and November 1 of 1977; February 1, May 1, August 1, and November 1 of 1978 and 1979; and February 1 and May 1 of 1980.

d. "Change in the Consumer Price Index" is defined as the difference between (i) the Consumer Price Index Base and (ii) the Consumer Price Index for the second calendar month next preceding the month in which the applicable Adjustment Date falls, with the exception of the August 1, 1977 adjustment which shall reflect the difference between the Consumer Price Index Base and the Consumer Price Index for June, 1977.

e. "Cost-of-Living Adjustment" is calculated as below and will be payable for the three month period commencing with the Adjustment Date.

¹ Eligible to bid on Master Mechanic job after additional 6,240 hours (total of 10 years), plus criteria to be determined by the Company.

² Move to A rate after additional 10,400 hours (total 7 years), plus one week of Liebherr A954 (or successor equipment model), plus Hydraulics and Electronics training, plus Baler Testing and Adjusting training, plus Air Conditioning training.

³ Move to B rate after 4,160 hours, plus Welding school and certification.

f. Effective on each Adjustment Date, a Cost-of-Living Adjustment equal to \$.01 per hour for each full .4 of a point change in the Consumer Price Index shall be made in each employee's hourly rate. However, such Adjustment shall be reduced by an amount equal to the sum of all prior Adjustments, if any, which shall have been so included in each employee's hourly rate.

g. For the initial one-month period and each successive three-month period commencing with each Adjustment Date, the Cost-of-Living Adjustment is determined by the above calculation using the Consumer Price Index for the applicable month as specified in the following list:

| <u>Adjustment Date</u> | <u>Applicable Month</u> |
|------------------------|-------------------------|
| August 1, 1977 | June, 1977 |
| November 1, 1977 | September, 1977 |
| February 1, 1978 | December, 1977 |
| May 1, 1978 | March, 1978 |
| August 1, 1978 | June, 1978 |
| November 1, 1978 | September, 1978 |
| February 1, 1979 | December, 1978 |
| May 1, 1979 | March, 1979 |
| August 1, 1979 | June, 1979 |
| November 1, 1979 | September, 1979 |
| February 1, 1980 | December, 1979 |
| May 1, 1980 | March, 1980 |

h. Cost-of-Living increases during the life of this Agreement shall be limited to a maximum or "cap" of twenty five cents (\$.25)

i. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no Cost-of-Living Adjustment.

j. If, during the period of this Agreement, the Bureau of Labor Statistics changes the manner of computing the Consumer Price Index used herein, the parties will meet and agree upon a conversion factor which will fairly adjust the presently agreed upon Consumer Price Index Base to a comparable figure in line with the new method; and such revised figure will replace the presently used Consumer Price Index Base figure in thereafter computing any Cost-of-Living Adjustments.

4. Alternative Compensation Plan for West Mifflin Hourly Employees Per Contract Year.

- | | | |
|----|-------------------------------------|-----------------|
| 1. | Pass Safety Audit | 20% of Increase |
| 2. | Pass Maintenance Audit | |
| | a. Downtime below 10% | 20% of Increase |
| 3. | Zero Accidents/Incidents | 20% of Increase |
| | a. No OSHA lost time accidents | |
| | - 50% of Increase | |
| | b. No Equipment Damage over \$1,000 | |
| | - 50% of Increase | |

4. Observations 5% of Increase
 - a. Minimum of 1 Observations per week
 - b. Of Observations must find at least 2 (At Risk a Month)
5. Pre-op Inspections 5% of Increase
 - a. Pre-op Inspections must be completed properly
 - b. Any problems with equipment should be written on sheet
 - c. Any sever or safety problems should be brought to Maintenance Manager
6. Housekeeping 5% of Increase
 - a. Equipment must be kept clean
 - b. Buildings must be kept clean
 - c. Luncheon and Bathroom must be kept clean
 - d. All outside areas must be policed and kept clean
7. Financials 25% of Increase
 - a. Shipped Tons 7% of Increase
 - b. Service Fees 5% of Increase
 - c. Production Tons 7% of Increase
 - d. Costs 6% of Increase
 - Total 25%

Total 100% for Increase

75% of Increase based on Items 1 through 6

25% of Increase based on Item 7

2% Increase paid if all of above criteria has been met

2% Increase will be based on Appendix A on January 1, 2016,
January 1, 2017 and January 1, 2018

1% Increase shall be paid based on Appendix A on January 1, 2016,
January 1, 2017 and January 1, 2018 regardless of the site
performance listed above

APPENDIX "B"

I. SUBSTANCE ABUSE POLICY

Joint Drug and Alcohol Abuse Policy

1. Policy

1.1 Employee involvement with drugs and alcohol can adversely affect job performance, employee morale, jeopardize employee safety, and undermine customer confidence.

1.2 Tube City IMS, LLC and all companies within the organization are committed to programs that promote safety in the workplace, employee health and well-being, and customer/confidence. Consistent with the spirit and intent of this commitment, Tube City IMS, LLC has developed this policy statement regarding the sale, transfer, use, possession, and concealment or distribution of drugs and alcohol by employees.

2. Purpose

2.1 Our goal, and the purpose of this policy, is to establish and maintain a safe workplace and a healthy and efficient workforce free from the effects of drug and alcohol abuse. Therefore, the following conduct or conditions among employees of Tube City IMS, LLC and its subsidiaries is absolutely prohibited while they are on the premises of Tube City IMS, LLC, the customer mill, or are conducting company business.

- 2.1.1 The presence of any illegal drugs in the urine, saliva, bloodstream, or hair tissue;
- 2.1.2 The use, possession, concealment, sale, transfer, distribution, receipt, or being under the influence of any illegal drug.
- 2.1.3 The use, possession, concealment, sale, transfer, distribution, receipt, or being under the influence of alcohol.
- 2.1.4 The presence of alcohol in the blood in such a percentage concentration which under the law of your state or any other jurisdiction would be sufficient for purposes of a finding of "driving under the influence".

3. Definitions

3.1 This policy does not differentiate between prescription and non-prescription drugs. Various drugs or other substances that may be used legally may cause potential safety or other job performance problems.

3.2 It is the responsibility of the employee to review with management any work restrictions that should be observed while taking the prescribed drug without violation of the employee's rights and privacy.

3.3 The use of, or being under the influence of, any medication that may cause impairment is prohibited among Tube City IMS, LLC employees unless such medication has been prescribed by a physician who, has advised the employee that the medication will not interfere with his or her ability to safely perform work and the use of which has been reported to management.

4. Applicants for Employment

4.1 All applicants for employment will be required to undergo a substance abuse test as a condition for consideration. Applicants refusing to do so will not be considered for employment. Therefore, Tube City IMS, LLC will not discriminate against applicants for employment because of a past history of drug abuse.

4.2 In those instances where the presence of drugs which may be legal is determined in an applicant, that applicant must inform Company management of the presence of such drugs and will be provided an opportunity to demonstrate that the use of such drugs is in accordance with a licensed physician's prescription, and that his or her job performance will not be affected. Should an applicant not be able to provide satisfactory evidence regarding the drug usage, that applicant will be given no further consideration for employment.

5. Rehires and Workers Returning From Layoff

5.1 Employees who have left the company or who have been on lay-off or leave of absence for more than 30 days will be subject to testing as a condition of returning to work.

6. Employee Testing

6.1 Tube City IMS, LLC will test any employee at its sole discretion at the following times:

- 6.1.1 Post-Accident
- 6.1.2 Post-Incident
- 6.1.3 Random Selection
- 6.1.4 Reasonable Suspicion

6.2 Any employee found to have a positive result on the test will be subject to discharge.

7. Definitions

7.1 Post-Accident – Following an event or accident which results in bodily injury and/or property damage.

7.2 Post-Incident – Following an event which, in the judgment of Company management, suggests that an employee has used or is under the influence of an illegal drug or alcohol, including, but not limited to, any report of an employee's use, possession, custody or control of an illegal drug or paraphernalia; an employee's poor motor coordination, dilated or constricted pupils, red or glassy eyes, odor of alcohol on his or her breath or clothing, convulsions, inability to perform usual or routine tasks, extreme mood swings, nervousness or irritability.

7.3 Random Selection – Periodically employees may be selected at random to participate in a substance abuse test. Failure to agree to the testing may lead to discipline and/or termination.

7.4 Reasonable Suspicion-- is defined for purposes of this policy as aberrant or unusual behavior of an individual which:

7.4.1 Is observed by a member of management and confirmed by a second member of management or by a contractor or mill manager who has been trained to observe such behavior. These observations will be documented in writing.

7.4.2 Is the type of behavior which is recognized and accepted as a symptom of intoxication or impairment by a controlled substance or alcohol.

7.4.3 Is not reasonably explained as resulting from any cause other than the use of alcohol or a controlled substance.

8. Testing Procedures

8.1 Alcohol and drug tests required under this policy will be performed by an independent laboratory and reviewed by a Medical Review Officer chosen by the company at the Company's expense. Confirmatory tests in addition to initial screening may be used. The cut-off levels for all screening has been pre-determined by the Company in conjunction with an independent laboratory and may be subject to change. Cut off levels will generally follow U.S.D.O.T. recommendations.

8.2 The Company may choose at its discretion the type of test to be used.

8.3 Prior to submitting to testing employees must sign a consent form. Refusal to sign and complete the consent form shall be considered to be refusal to submit to the test. Refusal to submit to testing shall be cause for discipline and/or discharge. The test shall only measure illegal substances or those substances in the body which are likely to affect the ability of the employee to perform safely his or her duties while on the job.

9. Employee Assistance

- 9.1 Alcoholism and drug addiction are health problems which are treatable. Any employee who comes forward and requests help in an alcohol or drug rehabilitation program approved by the Company will not have his or her job security jeopardized as a result of the request.
- 9.2 To obtain assistance, an employee may voluntarily contact the Site Superintendent or the Human Resources Department. Such communication will be held in complete confidence.
- 9.3 All employees will be informed about the dangers of drug and alcohol abuse in the workplace and the contents of Tube City IMS, LLC's Drug-Free Workplace Policy, including the penalties imposed for violations of the policy.
- 9.4 All supervisors and selected union personnel will receive training on substance abuse awareness.
- 9.5 Details concerning treatment any employee receives shall remain confidential.
- 9.6 To qualify for admission to the Employee Assistance Program & a leave of absence for the purpose of rehabilitation, the employee must have been employed for at least one (1) year and provide periodic certifications as required indicating that he or she is faithfully following the prescribed treatment program.
- 9.7 At the appropriate time in the treatment process, as determined by Tube City IMS, LLC, upon medical advice, the employee may be returned to active status to the extent that personnel needs permit.
- 9.8 An employee who is granted a leave of absence for the purpose of rehabilitation and who then leaves a treatment program prior to proper discharge will be immediately terminated.
- 9.9 An employee whose rehabilitation program has been approved by the Company will not have his or her job security jeopardized as a result of the request.
- 9.10 To obtain assistance, an employee may voluntarily contact the Site Superintendent or the Human Resources Department. Such communication will be held in complete confidence.
- 9.11 All employees will be informed about the dangers of drug and alcohol abuse in the workplace and the contents of Tube City IMS, LLC's Drug-Free Workplace Policy, including the penalties imposed for violations of the policy.
- 9.12 Leave for rehabilitation is not available to those who violate the rules as set forth elsewhere in this policy or who have already tested positive in a substance abuse test.

9.13 Tube City IMS, LLC reserves the right to monitor an employee's progress in rehabilitation in order to avoid any potential problems regarding confidentiality. The employee will be subjected to random testing for a period of one year following reinstatement.

9.14 Any employee seeking medical attention for alcoholism or drug addiction may be entitled to benefits under the company medical insurance plan.

10. Removal of Test Results

10.1 Three (3) years after an employee returns to work after treatment, all records of positive test results and/or treatment will be removed from an employee's personnel file.

11. Disclosure

11.1 Tube City IMS, LLC will endeavor to maintain confidentiality pertaining to information regarding drug, controlled substance, or alcohol testing results to any individual outside of the company. Medical and testing information and test results will not be disclosed to anyone within the Company who does not have a legitimate and bona fide need to know. An employee's rights under ADA will be respected and protected in all instances.

12. Discipline

12.1 The disciplinary steps set forth in other sections of the Employee Handbook do not apply to violations of this Drug-Free Workplace Policy. The discipline to be imposed for violations of said policy shall be governed solely by the provisions of the policy.

13. Right of Appeal

13.1 Each employee has the right to appeal the results of testing in the same manner that he or she may appeal any managerial action.

14. Revisions

14.1 This policy may be revised from time-to-time in writing by Tube City IMS, LLC (subject to negotiation and agreement with the Union).

APPENDIX "C"

WORK RULES

The following mutually agreed Work Rules are recognized by the parties. The Work Rules are not intended to be all-inclusive; and the Company reserves the right to add to or subtract from the Work Rules under Section IV of the labor agreement. The absence of a definitive Work Rule covering a proper cause for discipline, including suspension and discharge, does not preclude the Company from imposing discipline in any such case despite the absence of a written rule covering the conduct.

GRADE I VIOLATIONS

The following rules are "Grade I Rules" and violations will be treated as follows:

- a. For the first violation, the employee will receive a written oral warning.
- b. For the second violation, the employee will receive a written warning.
- c. For the third violation, the employee will receive a one (1) day suspension.
- d. For the fourth violation, the employee will receive a three (3) day suspension.
- e. For the fifth violation, the employee will be suspended for five (5) days pending discharge under Section VIII of the Labor Agreement.

Any combination of the listed Grade I Violations will count toward suspension or discharge as defined in a., b., c. and d. above. Each day of suspension shall be an employee's regularly scheduled work day. In any case where an employee has had no further disciplinary infractions for one (1) year following his last incident, his record of progressive discipline shall restart with step a.

1. Loafing, Loitering, etc.

Loafing, loitering, reading other than Company documents, and engaging in horseplay, unauthorized visiting or conversations during working time are prohibited. Employees are not permitted in the plant earlier than one-half hour prior to the start of their regular work schedule, and all non-scheduled employees must have a foreman's permission to enter the work area of the plant.

2. Negligence.

The commission of negligent or careless acts during working time or on Company property that may result in personal injury or property damage, or that cause expenses to be incurred by the Company, is prohibited. Nothing that is not needed to run a machine, or do a job is permitted in the work area. Specifically, possessing or doing something that inhibits or could hinder the work or production process is prohibited.

3. 2-Way Radios.

Broadcasting radio stations, music, idle conversation, vulgar language or cursing, and sarcastic or disruptive conversation is prohibited. Company 2-way radios are only to be used for reporting emergencies or business related functions.

4. Sleeping.

Sleeping during working time on Company property is prohibited.

5. Smoking/Tobacco.

Smoking and/or the use of tobacco products is prohibited inside designated Company buildings.

GRADE I-A VIOLATION

The following rules shall apply to Insubordination as a Grade I-A Violation. Insubordination means: Refusing to accept work, shift or work locations assigned by a supervisor, or refusal to otherwise cooperate with management. Insubordination will be treated as follows:

- a. For the first violation, the employee will receive a one (1) day suspension.
- b. For the second violation, the employee will receive a three (3) day suspension.
- c. For the third violation, the employee will be suspended for five days pending discharge under Section VII of the labor agreement.

GRADE II VIOLATIONS

The following rules are "Grade II Rules" and violations are considered intolerable. In case of violation of a Grade II offense, an employee will be suspended for five (5) days pending discharge under Section VIII of the labor agreement.

1. Stealing.

Stealing is prohibited.

2. Unauthorized Possession or Taking of Company Property.

Unauthorized possession or use of any Company property (including office records), equipment or materials is prohibited.

3. Falsification of Records.

Falsification of employment applications, benefit claims, payroll and production records, or similar Company records, or time clock abuse is prohibited.

Cardinal Rules

The Cardinal Rules are additional mutually agreed Work Rules recognized by the parties. Discipline for violations of the Cardinal Rules shall take into account the factors of length of service, history of prior discipline, severity of the violation, evidence of disparate treatment (if any), management knowledge and/or consent, and the nature of the employee's action (e.g. whether intentional, negligent, willful or reckless).

I - Lock Out/Tag Out

Failure to follow or disregard for approved Lock Out/Tag Out procedures and devices is prohibited. Lockout/Tagout must be used whenever engaged in clearing jams, cleaning, adjusting, servicing, lubricating, maintaining or, in general, "working on" all Tube City IMS mobile and stationary equipment. If the equipment has to be in operation or energized while the work is in progress, written procedures must be developed and followed to safeguard all employees while so engaged. If in doubt, lock it out.

II - Controlled Substance Abuse (Subject to Appendix "B" – Substance Abuse Policy)

The possession, sale, distribution or use of illicit drugs or alcohol, or misuse of prescription drugs on Company property, in Company vehicles or while on Company business is strictly prohibited. Employees who report for work under the influence of such substances or who test positive following an accident, incident or for Reasonable Suspicion, or who refuse to be tested following an accident, incident, or for Reasonable Suspicion may be terminated.

III - Accident/Incident Reporting

Failure to promptly and accurately report an accident, incident or near miss to management, i.e. as soon as possible during your shift or within 24 hours of the incident if a supervisor/company official is not available, is prohibited. No employee will be disciplined or discriminated against in any way solely for suffering an injury or illness, or for reporting an accident or incident in

good faith. Employees may be disciplined for actions that are related to the accident, injury or incident and for violating Company policies or procedures.

IV – Mobile Equipment Safety

Each of the following actions is prohibited.

1. Failure to yield to locomotives or to follow approved railroad safety procedures, including track protection.
2. Failure to look before backing up.
3. Operating mobile equipment with known safety defects, i.e. service and parking brakes, warning devices, leaks on hot service machines.
4. Operating equipment without performing safety inspection.
5. Failure to notify management of faulty equipment or damage.

V – Confined Space

No employee will enter a permit required confined space or require another employee to enter a permit required confined space without proper entry training, notification, atmospheric testing, appropriate entry and rescue equipment, recommended PPE and a trained safety attendant.

VI – Violent and Aggressive Behavior

Terroristic acts, including, but not limited to, possession, threat with, or use of a "Weapon or Dangerous Instrument," are strictly prohibited. Any direct or indirect crime of violence or threat with purpose to terrorize another, or to cause evacuation of a building, place of assembly, vehicle or to otherwise cause serious public inconvenience is also prohibited.

"Weapon or Dangerous Instrument" includes, but is not limited to: any pistol, revolver, rifle, shotgun, air gun or spring gun; slingshot; bludgeon; brass knuckles or artificial knuckles of any kind; knives, specifically, without limitation, any knife the blades of which can be opened by a flick of a button or pressure on the handle, or any pocket knife where the blade is carried in a partially opened position; martial arts weapon; destructive device; or facsimiles of firearms.

VII - Fall Protection

All employees will use proper fall protection while working on fixed structures over six (6) feet from the ground or the next working surface below if not protected by a standard railing. All employees will use proper fall protection while working from or operating a manlift.

VIII - Personal Protective Equipment (PPE)

All employees will maintain and wear basic PPE (hard hat, safety glasses with permanent side shields, steel-toed boots) and, where applicable, special job-specific safety equipment while working on site. Wearing safety equipment is not optional or negotiable.

IX - Unsafe Conduct

Horseplay, games or similar unsafe conduct of any kind will not be tolerated. Any such activity resulting in actual or potential injury to the employee, coworker(s), customers, vendors or damage to property is strictly prohibited.

X - Seatbelts

Seatbelts will be provided and worn while operating or riding as passengers in all Company vehicles, mobile equipment or employee-owned vehicles that are operated in performance of Company business.

The only exceptions are:

1. Equipment without rollover or canopy/cab protection (ROPS).
2. Equipment that is designed to be operated in a standing position (road grader operators must be tethered to the cab).
3. Crawler cranes.
4. Dredges and other watercraft.
5. Any equipment for which the manufacturer has certified in writing that seatbelts are not required.
6. Excavating/tear out machines when being operated in a stationary, non-mobile position.
7. An instructor engaged in training an operator from the cab area (must be tethered to the cab).

XI - Unapproved Manlifts

No employee will go aloft or require another employee to go aloft in an "unapproved" manlift.

"Unapproved" manlifts include, but are not limited, to:

1. The bucket of a wheel, track or skidsteer type loaders.
2. The forks of a fork lift.
3. Any type of headache balls, grapples or magnets attached to cranes.
4. An "approved" manlift with a known safety defect.

5. An "approved" manlift that has not received a 3rd party safety certification within the last 13 months.

"Approved" manlifts are those machines designed by their manufacturer to safely lift and allow employees to work aloft. They include boom/bucket trucks, scissor lifts and other equipment of a similar nature.

First Amendment to June 1, 2015 through December 31, 2018
Collective Bargaining Agreement ("Agreement") between
Tube City, LLC ("Employer") and United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service Workers International Union,
for itself and for and on behalf of its Local Union No. 5852-19 ("Union")

This First Amendment to Agreement ("First Amendment"), is made and entered into as of the 1st day of January, 2016, by and between the Employer and the Union.

WITNESSETH:

WHEREAS, the parties have heretofore executed the Agreement; and

WHEREAS, the parties now mutually desire to amend the Agreement for the limited purposes set forth herein.

NOW, THEREFORE, with the foregoing recitals being incorporated herein by referenced thereto and intending to be legally bound hereby, the parties agree as follows:

1. Defined Terms. Defined terms as used herein shall have the meanings ascribed to them in the Agreement.

2. Amendment of Appendix "A" - Classifications and Rates of Pay. Effective January 1, 2016, the new rates of pay are as follows:

| <u>CLASSIFICATION</u> | <u>Hourly Rate of Pay</u> <u>Effective 01-01-16</u> |
|--------------------------------|--|
| 1. Labor | \$19.45 |
| Janitor | \$19.45 |
| 2. Burner | \$19.87 |
| Metal Sorter | \$19.87 |
| Baler/Shredder Attendant | \$19.87 |
| Utility Man/Back Hoe Operator | \$19.87 |
| Picker/Bobcat | \$19.87 |
| Truck Driver | \$19.87 |
| Carhop | \$19.87 |
| Luber | \$19.87 |
| Remote Baler Attendant | \$21.63 |
| Remote Baler Crane/Operator | \$23.69 |
| 3. Head Metal Sorter | \$20.18 |
| Baler Operator | \$20.18 |
| Shredder Operator | \$20.18 |
| Scrap Cutting Machine Operator | \$20.18 |
| 4. Scrap/Spectro Inspector | \$21.16 |
| Front End Loader | \$21.16 |
| Locomotive Operator | \$21.16 |

| | | |
|----|-----------------------------|---------|
| 5. | Crane Operator | \$21.16 |
| | Mobile Shear Crane Operator | \$21.16 |
| | Shredder Crane Operator | \$21.16 |
| | Baker Crane Operator | \$21.16 |
| | Lead Shredder Crane | \$22.32 |
| | Lifting Cranes | \$22.32 |
| 6. | Group Leader Mechanic | \$28.74 |
| | Master Mechanic | \$26.39 |
| | Mechanic/Electrician | \$21.94 |
| | Maintenance A | \$22.12 |
| | Maintenance B | \$21.44 |
| | Maintenance Apprentice | \$20.81 |

3. Effect of Amendment. Except as otherwise provided herein, the parties hereby ratify and reaffirm each and every other provision of the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first above written.

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union

United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy,
Allied Industrial and Service
Workers International Union,
Local Union 5852-19

Tube City IMS, LLC

Leo W. Gerard
International President

Unit President

Mike Hurtuk
V.P. Operations

Stanley Johnston
International
Secretary-Treasurer

Unit Committee

John Carroll, Sr. V.P.
Human Resources

Thomas Conway
International
Vice-President Administration

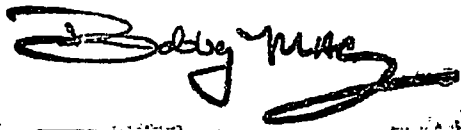
Unit Committee

Ken Dierker
Operations Supervisor

Frederick D. Redmond
International
Vice-President Human Affairs

Unit Committee

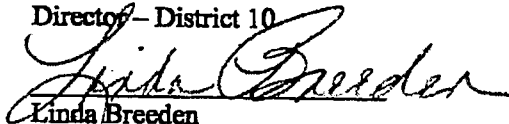
Shaun Mienke
Site Manager



Robert McAuliffe
Director - District 10



Unit Committee



Linda Breeden
Staff Representative